

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Snelling Staffing, LLC		05/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	227 West Trade Street, Suite 1400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1116165	BRYANT BUREAU
Registration Number:	2544471	DOCUTIME
Registration Number:	2586507	NTERTRANS
Registration Number:	1521211	HELPING OTHERS ACHIEVE THE SUCCESS THEY DESIRE
Registration Number:	2263753	THE RIGHT FIT IS EVERYTHING
Registration Number:	2076247	
Registration Number:	1477977	SILENT SEARCH
Registration Number:	1755978	SNELLING
Registration Number:	717313	SNELLING AND SNELLING
Registration Number:	2185965	SNELLINGSEARCH
Registration Number:	1339448	SNELLING TEMPORARIES
Registration Number:	2589808	SNELLING VIRTUAL CLASSROOM
Registration Number:	2500034	THINK SNELLING

CH \$390.00 1116165

Registration Number:	1196421	VANTAGE CAREERS
Registration Number:	2179102	XTRA CLUB

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	06/22/2006

Total Attachments: 5
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between SNELLING STAFFING, LLC, a Delaware limited liability company ("Grantor"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent (in such capacity, the "Agent") for itself and the Lenders referenced below.

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Amended and Restated Credit Agreement, dated as of May 15, 2006, among Grantor, as borrower thereunder, and the financial institutions from time to time lenders thereunder (collectively, the "Lenders") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") the Grantor entered into the Amended and Restated Security Agreement dated as of even date therewith (the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all

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registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

SNELLING STAFFING, LLC

By: 

Name: Peter H. Harris

Title: Chief Executive Officer

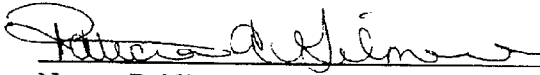
STATE OF TEXAS)

) ss.:

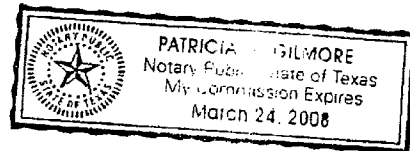
COUNTY OF DALLAS)

On this the ___ day of _____, 2006, before me, personally appeared Peter H. Harris who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Snelling Staffing, LLC, the limited liability company described in and which executed the above instrument, and that he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Executive Officer.

IN WITNESS WHEREOF, I hereunto set my hand.


Notary Public

My Commission Expires: 03-24-2008



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TRADEMARK
REEL: 003336 FRAME: 0181

SCHEDULE 1
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
Bryant Bureau	1,116,165	73/117210	Original Date 4/3/79	Due between 4/3/04 and 4/3/05	1 st Renewal Date - 4/3/99 2 nd Renewal Date - 4/3/09
DocuTIME	2,544,471	76/147056	3/5/02	Due between 3/5/07 and 3/5/08	1 st Renewal Date - 3/5/12
NterTrans	2,586,507	76/167368	6/25/02	Due between 6/25/07 and 6/25/08	1 st Renewal Date - 6/25/12
Helping Others Achieve the Success They Desire	1,521,211	73/728211	1/17/89	Filed 8/27/95	1 st Renewal Date - 1/17/09
The Right Fit is Everything	2,263,753	75/428490	7/20/99	Due between 7/20/04 and 7/20/05; advised to file Declaration due 7/20/04 on 8/25/04	1 st Renewal Date. 7/20/09

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
S and Diamond Design (this is the Snelling Logo)	2,076,247	74/713917	7/1/97	Filed— 11/12/02	1 st Renewal Date— 7/1/07
Silent Search	1,477,977	73/669966	2/23/g4	2/23/00	1 st Renewal Date - 2/23/04
Snelling	1,755978	74/097440	3/2/93	Filed - 7/17/99	1 st Renewal Date - 3/2/03 Section 8 Affidavit was accepted and the Registration was renewed. 2 nd Renewal Date - 3/2/13
Snelling and Snelling	717,313	72/096169	6/20/81	Filed - 10/25/84	1 st Renewal Date - 6/20/01 Section 8 Affidavit was accepted and the Registration was renewed, 2 nd Renewal Date - 6/20/11
SnellingSearch	2,185,965	75/344004	9/1/98	Declaration of Use filed on 2/26/04 and Accepted on 4/2/04	1 st Renewal - 9/1/08
Snelling Temporaries	1,339,448	73/508178	6/4/85	Filed - 1/22/91	1 st Renewal - 6/4/05; Ltr 12/17/04 to Stan Kita advising to proceed with registration renewal.
Snelling Virtual Classroom	2,589,808	76/188938	7/2/2002	Due between 7/2/07 And 7/2/08	1 st Renewal Due - 7/2/12
The Team Agency that Really Cares!					
Think Snelling	2,500,034	76/074008	10/23/01	Due between 10/23/06 and 10/23/07	1 st Renewal - 10/23/2011
Vantage Careers (Acquired by Advance through Stock Purchase Agreement 11/9/98)	1,196,421	73/268941	5/25/82	1988- Section Sand 15 affidavits have been accepted and acknowledged	Renewal - 5/25/02

Trademark Name	Registration Number	Serial Number	Registration Date	Declaration of Use Affidavit Due Date	Renewal Date
Xtra Club	2,179,102	75/122798	8/4/98	Due between 8/4/03 and 8/4/04	1 st Renewal -8/4/08 2/23/04 -Will not file Declaration. No longer in use. Sent offsite.

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